

# Exhibit 50

## STANDARD AGREEMENT AMENDMENT

STD. 213.A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

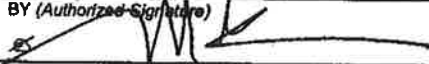
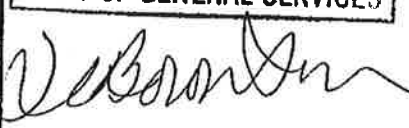
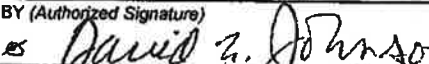
AGREEMENT NUMBER	AMENDMENT NUMBER
06-109-706	1
REGISTRATION NUMBER	
3680 1206154932.1	

1. This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
DEPARTMENT OF BOATING AND WATERWAYS (DEPARTMENT)  
CONTRACTOR'S NAME  
MARK SANDERS (GRANTEE)
2. The term of this Agreement is December 30, 2006 through Twenty Years (20) from the Date of Acceptance by the Department
3. The maximum amount of this Agreement after this amendment is: \$ 692,755.00  
SIX HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED FIFTY FIVE DOLLARS
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:  
This amendment is entered into on SEPTEMBER 10, 2007.

1. Based on revised project budget and revised federal award, reduce maximum amount of Grant (-) <sup>396.00</sup> \$395.00.
2. Amend Section 2 (a) to read: The DEPARTMENT hereby grants up to SIX HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED FIFTY FIVE DOLLARS (\$692,755.00) to GRANTEE for the provision of boating facilities for recreational boats 26 feet or more in length at Westpoint Marina in compliance with the regulations of the Boating Infrastructure Grant Program (50 CFR Part 86).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
MARK SANDERS		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	9.22.07	<div>APPROVED</div> <div>OCT 30 2007</div> <div>DEPT OF GENERAL SERVICES</div> <div></div> <div><input type="checkbox"/> Exempt per:</div>
PRINTED NAME AND TITLE OF PERSON SIGNING		
MARK SANDERS, OWNER		
ADDRESS		
Westpoint Marina and Boatyard 16075 Skyline Blvd., Woodside, California, 94062		
STATE OF CALIFORNIA		
AGENCY NAME		
DEPARTMENT OF BOATING AND WATERWAYS		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10-11-07	
PRINTED NAME AND TITLE OF PERSON SIGNING		
RAYNOR TSUNEYOSHI, Director		
ADDRESS		
2000 EVERGREEN STREET, SUITE 100, SACRAMENTO, CALIF. 95815-3888		

COPY

**FILE**  
619-1

AGREEMENT NUMBER <b>06-109-706</b>
REGISTRATION NUMBER <b>3680 1306154932</b>

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF BOATING AND WATERWAYS (DEPARTMENT)

CONTRACTOR'S NAME

MARK SANDERS (GRANTEE)

2. The term of this

Agreement is: *Shall begin on the Effective Date and continue for Twenty (20) years from the Date of Acceptance by the Department*

3. The maximum amount of this Agreement is: **\$ 693,153.00**  
**SIX HUNDRED NINETY THREE THOUSAND ONE HUNDRED FIFTY THREE DOLLARS**

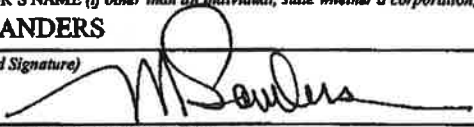
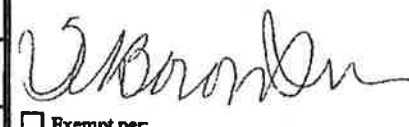
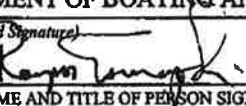
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference, made a part of the Agreement.

Location: Westpoint Marina and Boatyard – Boating Infrastructure Grant (Tier II)

Exhibit A – Boating Infrastructure Grant Construction and Operation Contract	2 pages
Exhibit B – Boating Infrastructure Grant Construction and Operation Contract Standard Terms and Conditions	14 pages
Exhibit C* – General Terms and Conditions	GTC 306
Exhibit D – Boating Infrastructure Grant Application	15 pages
Contractor Certification Clauses	CCC 1005

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>MARK SANDERS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>7.13.06</b>	<div>APPROVED</div> <div>DEC 14 2006</div> <div>OF GENERAL SERVICES</div> <div></div> <div><input type="checkbox"/> Exempt per:</div>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>MARK SANDERS, OWNER</b>		
ADDRESS <b>Westpoint Marina and Boatyard 16075 Skyline Blvd., Woodside, California 94062</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>DEPARTMENT OF BOATING AND WATERWAYS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>11/30/06</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>RAYNOR TSUNEYOSHI, Director</b>		
ADDRESS <b>2000 EVERGREEN STREET, SUITE 100 SACRAMENTO, CALIFORNIA 95815-3888</b>		

COPY

**EXHIBIT A**

**BOATING INFRASTRUCTURE GRANT  
CONSTRUCTION AND OPERATION CONTRACT**

**Westpoint Marina and Boatyard - Transient Docks**

**1. PARTIES**

The parties to this Agreement are as follows:

(a) **DEPARTMENT:** Department of Boating and Waterways

(b) **GRANTEE:** Mark Sanders  
Westpoint Marina and Boatyard  
16075 Skyline Blvd.  
Woodside, California 94062

**2. GRANT**

(a) The DEPARTMENT hereby grants up to SIX HUNDRED NINETY THREE THOUSAND ONE HUNDRED FIFTY THREE DOLLARS (\$693,153.00) to the GRANTEE for the construction /renovation of boating facilities for recreational boats 26 feet or more in length at Westpoint Marina in compliance with the regulations of the Boating Infrastructure Grant Program (50 CFR Part 86).

(b) The grant provides for reimbursement for approved expenditures with Federal Funds [FED CATALOGUE 15.6221].

(c) The project work shall be in accordance with the approved Proposal for National Boating and Infrastructure Grant Program, designated as Exhibit D, which is made part of this Agreement.

(d) This GRANT is subject to the terms and conditions in Exhibits B, C and D of this Agreement.

**3. PROJECT COMPLETION DATE**

The GRANTEE shall complete the PROJECT (see Exhibit D for definition) no later than June 1, 2008.

**4. PROJECT CONTACTS**

**DEPARTMENT Contact:** Kevin Atkinson  
CA Department of Boating & Waterways  
2000 Evergreen Street, Suite 100  
Sacramento, CA 95831

Phone: 916-263-8149  
Fax: 916-263-0648

**GRANTEE Contact:** Mr. Mark Sanders  
Westpoint Marina and Boatyard  
16075 Skyline Blvd.  
Woodside, California 94062

Phone: 650-224-3250  
Fax: 650-851-1907

Either party may make changes to the information above by giving ten (10) days written notice to the other party. Said changes shall not require an amendment to this agreement.

BOATING INFRASTRUCTURE  
CONSTRUCTION GRANT AND OPERATION  
CONTRACT

STANDARD TERMS AND CONDITIONS

**ARTICLE I - DEFINITIONS**

- A. **CONTRACT** means the Agreement to which these standard terms and conditions are appended.
- B. **EFFECTIVE DATE** means the date the Agreement is signed by both parties and approved by the Department of General Services.
- C. **GRANT** means a grant provided pursuant to Department of the Interior, Fish and Wildlife Service, Boating Infrastructure Grant Program, 50 CFR Part 86 Final Rules.
- D. **PROJECT** means the Boating Infrastructure Grant proposal submitted by the GRANTEE to the DEPARTMENT and attached and made part of the CONTRACT as Exhibit D.
- C. **PROJECT AREA** means the area delineated in Attachment A-1 within which the PROJECT will be undertaken.
- D. **PROJECT COSTS** mean those management, design, material or construction costs which are necessarily incurred by the GRANTEE for the purpose of completing the PROJECT and which are covered by the GRANT; however, such PROJECT COSTS shall not include indirect or overhead charges claimed by the GRANTEE and shall not include any expenses incurred prior to the effective date of this CONTRACT.

**ARTICLE II - TERM OF CONTRACT**

- A. The term of this CONTRACT, subject to any provision for prior termination, shall begin on the effective date of the CONTRACT and shall continue for TWENTY (20) years from the date of acceptance of the PROJECT by the GRANTEE.
- B. This CONTRACT may be extended, amended or cancelled upon written agreement of both the DEPARTMENT and the GRANTEE.

**ARTICLE III - DISBURSEMENT OF GRANT**

- A. Conditions Precedent - The DEPARTMENT shall have no obligation to disburse money under this CONTRACT unless and until the GRANTEE demonstrates to the satisfaction of

the DEPARTMENT that the GRANTEE has title to, or adequate interests in, the real property comprising the PROJECT AREA, including but not limited to the following:

1. Land access to the PROJECT AREA by a maintained way; and
  2. A right of passage over a waterway, open to the public, between the PROJECT and navigable waters; and
  3. Easements or other rights of way outside the PROJECT AREA to provide utilities and services to the PROJECT.
- B. The DEPARTMENT shall have no obligation to disburse any of the GRANT to cover construction costs unless and until the GRANTEE demonstrates that it has acquired permits necessary to construct and operate the PROJECT.
- C. The disbursement of GRANT funds may be made after the occurrence of PROJECT work (in arrears).
1. GRANT payments in arrears shall be made as follows:
    - a) The DEPARTMENT may make monthly payments under this CONTRACT upon written request by the GRANTEE; invoices shall substantiate such requests or other evidence of PROJECT COSTS submitted by the GRANTEE.
    - b) The DEPARTMENT may retain GRANT funds equal to TEN PERCENT (10%) of approved PROJECT COSTS until the DEPARTMENT has approved the acceptance of the PROJECT.
    - c) The GRANTEE shall request final payment under this CONTRACT no later than SIXTY (60) days following the date of acceptance of the PROJECT by the GRANTEE.
- D. The DEPARTMENT may withhold any payment of GRANT funds for failure by the GRANTEE to comply with any of the conditions and provisions of this CONTRACT.
- E. The GRANTEE shall advise the DEPARTMENT in advance of any payment of PROJECT COSTS made from funds other than GRANT funds. Reimbursement from the GRANT may be denied for any expenditure made without the prior written approval of the DEPARTMENT.
- F. The GRANTEE, shall, within 60 days of approval of this CONTRACT, provide the DEPARTMENT with a schedule showing the proposed dates of the following PROJECT phases or milestones: Beginning and ending of GRANTEE selection of the PROJECT design consultant; DEPARTMENT approval of the consultant contract; beginning and ending of

PROJECT design; DEPARTMENT approval of final plans and specifications; beginning and ending of GRANTEE advertising of PROJECT for bids; PROJECT bid opening date; DEPARTMENT approval of construction contract; beginning and ending of PROJECT construction; and, acceptance of PROJECT by the GRANTEE.

- G. It is mutually understood between the parties that this CONTRACT may have been entered into before the availability of Federal Funding was known, in order to avoid program and fiscal delays which would occur if the CONTRACT were executed after that determination was made. This CONTRACT is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of construction as limited by the completion date stated in Exhibit A 3. In addition, this CONTRACT is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this CONTRACT in any manner. It is mutually agreed the DEPARTMENT has the option to void or cancel the CONTRACT if funds are not available with thirty (30) days advance written notice or to amend the CONTRACT to reflect any reduction in funds.

#### ARTICLE IV - CONSTRUCTION OF PROJECT

- A. The GRANTEE shall obtain from the DEPARTMENT advance written approval for the following:
1. All plans and specifications
  2. All bid documents prior to advertisement,
  3. All contracts prior to award,
  4. All construction change orders, and
  5. Acceptance of the PROJECT by the GRANTEE.
- B. Plans and specifications for the construction of the PROJECT shall:
1. Be prepared by persons licensed by the State of California to undertake the type of planning required by the PROJECT (engineer's or architect's certificate number to appear on planning documents), and
  2. Provide for all PROJECT facilities set forth in EXHIBIT C.
- C. All contracts for construction of the PROJECT shall:
1. Be awarded in accordance with all applicable laws and regulations.
  2. Contain the following clause: "Representatives of the Department of Boating and Waterways shall be allowed access to all parts of the construction work."



3. Contain a clause that the contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes, which apply to the PROJECT, and any work performed pursuant to the contract.
  4. Contain a clause that requires the contractors to ensure the structural integrity and safety of the PROJECT.
- D. Prior to the commencement of the construction of the PROJECT, the GRANTEE shall cause the contractor and a corporate surety acceptable to the DEPARTMENT to furnish in favor of the GRANTEE and the DEPARTMENT, as their interests may appear, bonds or other security interests as allowed pursuant to PCC 10263 & 22300 in the minimum amounts indicated below:
1. Faithful performance - ONE HUNDRED PERCENT (100%) of the total contract bid price.
  2. Labor and materials - ONE HUNDRED PERCENT (100%) of the total contract bid price. Copies of such bonds shall be furnished to the DEPARTMENT.
- E. The GRANTEE's personnel and construction of the PROJECT shall be under the supervision of qualified inspectors.
- F. Inspection reports and related inspection data shall at all reasonable times be accessible to the DEPARTMENT personnel, and on request copies of such reports and data shall be provided to the DEPARTMENT by the GRANTEE.

#### **ARTICLE V - LAND CONTROL**

- A. The GRANTEE shall retain ownership or control of all land within the PROJECT AREA and shall not sell, exchange, transfer, mortgage, hypothecate, lease, assign or sublease in any manner all or any portion of the real property within the PROJECT AREA, or required in connection therewith, without advance written approval of the DEPARTMENT.
- B. The GRANTEE warrants that there shall be no encumbrance, lien, easement, license, title, cloud or other interest, which may interfere with the PROJECT or use thereof by the public. Certification by the DEPARTMENT that the GRANTEE has satisfied the conditions precedent to disbursement of the GRANT shall not affect this warranty.
- C. The GRANTEE shall ensure that the facilities will continue to serve their intended purposes throughout their useful life. Facilities constructed or improved with Federal Aid funds must continue to serve the purpose for which acquired or constructed by the GRANTEE.

- D. Failure to comply with the requirements of paragraphs A., B., or C. above shall be a breach of contract for which the Department may require repayment of the grant on a prorated unexpired term basis as determined by the Department and provided for in ARTICLE VII-2.

#### ARTICLE VI - OPERATION OF PROJECT

- A. The GRANTEE shall operate the PROJECT and all other improvements placed in the PROJECT AREA as a recreational transient boating facility. The PROJECT AREA shall be open to all recreational vessels, including vessels powered by 2-stroke and 4-stroke gasoline engines, at all times during the term of the contract except as approved by the DEPARTMENT. Notwithstanding Harbors and Navigation Code Section 660, any non-emergency restrictions related to time-of-day use, speed zones, special-use areas, or pollution control measures in the PROJECT AREA, which results in closure or partial closure of the waterway to any recreational vessel shall be subject to prior approval by the DEPARTMENT. Failure to obtain prior approval of the DEPARTMENT for such restrictions shall constitute a breach of this contract and subject the GRANTEE to the penalties set forth in Article VII-3.
- B. The GRANTEE shall maintain and repair any and all buildings, structures or other improvements, which are or may, hereafter, be constructed in the PROJECT AREA, and the DEPARTMENT shall not be liable for any costs of such maintenance, management, control or operation.
- C. The GRANTEE shall allow reasonable access to the project by all recreational vessels for the useful life of the facilities constructed with the GRANT funds. The GRANTEE shall insure that the facilities are accessible to the public. "Accessible to the public" means located where the public can reasonably reach the facility; where boats typical to that facility can easily use it; where only reasonable fees, as defined in ARTICLE VI, Paragraph G, are charged; and that are open for reasonable periods as determined and approved by the DEPARTMENT. The GRANTEE shall allow public access to the shore and basic features such as fuel and restrooms in facilities that have them. The GRANTEE shall provide precise details of the public access to the DEPARTMENT for approval. Any work to construct or renovate tie-up facilities under the GRANT must comply with the Americans with Disabilities Act.
- D. All facilities located within the PROJECT AREA shall be maintained and operated with due regard to public safety and in accordance with all applicable laws, ordinances, and regulations. All contracts relating to the operation of the PROJECT shall include a clause requiring adherence to all applicable state and federal nondiscrimination laws.

- E. The GRANTEE shall operate and maintain the PROJECT and all improvements funded by this CONTRACT in a manner that ensures a safe and useable condition of the PROJECT at all times during the time of this CONTRACT. The DEPARTMENT may make periodic inspections to determine if the facility is being operated and maintained accordingly. Failure to operate and maintain the facility in accordance with this section is a breach of this CONTRACT and shall preclude the GRANTEE from receiving any future grants and may subject the Grantee to other remedies available to the DEPARTMENT as described elsewhere in this CONTRACT. THE DEPARTMENT and its agents may, at any and all reasonable times during the term of this CONTRACT, enter the PROJECT for purposes of inspecting the PROJECT.
- F. The GRANTEE that has entered into, or will enter into a concession agreement for operation of the PROJECT shall require that the operation and maintenance of the facility by the concessionaire be continued with, and place into the concessionaire agreement, the following provisions:
1. Fees paid to the GRANTEE by the concessionaire (usually a percentage of gross receipts) may only be for "reasonable administrative charges" so as not to motivate the GRANTEE to turn over the operation and maintenance of the PROJECT for purely profit considerations.
  2. The GRANTEE shall establish a reserve for operation and maintenance of the PROJECT. Upon termination of this CONTRACT, any funds remaining in the reserve account shall be expended in the PROJECT AREA prior to the GRANTEE requesting any additional grant funds for the same PROJECT AREA.
  3. Boating fees paid to the concessionaire for use of the facility will be no greater than those allowed in this CONTRACT.
  4. The concessionaire shall operate the PROJECT and all other improvements placed in the PROJECT AREA as a recreational transient boating facility.
  5. The PROJECT shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
  6. All DEPARTMENT signs shall be kept permanently in place.
- G. The GRANTEE (or any lessee or concessionaire operating under the authority of the GRANTEE) may charge the users of the facilities provided with the GRANT funds a reasonable fee, based on the prevailing rate in the area. The fees charged by the GRANTEE shall not pose an unreasonable competitive amount on he publicly or privately owned

facilities in the area. The GRANTEE shall obtain written approval from the DEPARTMENT for all fee structures and any proposed future changes to the fee structures. The fees charged for use of the facilities shall be the same for all users.

#### **ARTICLE VII - BREACH OF CONTRACT**

The DEPARTMENT through written notice may require the GRANTEE to remedy (to DEPARTMENT's satisfaction) any breach of this CONTRACT within NINETY (90) days of the date of such notice. The DEPARTMENT may extend the time permitted for remedy of the breach if the GRANTEE begins such remedy within the aforesaid period; however, if the GRANTEE fails to proceed with or complete any remedy to a breach of this CONTRACT within the time allowed, then the DEPARTMENT may take one of the following steps:

- 1) The DEPARTMENT may correct the cause of the breach and charge the GRANTEE with all costs, including administrative costs, incurred in the course of correcting the breach;
- 2) The DEPARTMENT may require the GRANTEE to repay the DEPARTMENT (repayment to be determined by the DEPARTMENT on a prorated unexpired term basis) for all PROJECT COSTS covered by the GRANT; the GRANTEE shall make such repayment within NINETY (90) days of which written notice for repayment is made.
- 3) In the event the GRANTEE has failed to obtain prior approval of the DEPARTMENT for a time-of-day, speed zones, special-use area, or pollution control measure which restricts the PROJECT AREA, or results in its closure or partial closure, to any form of recreational vessel, the DEPARTMENT may determine the percentage of boaters affected and may request the GRANTEE to repay the grant money on a prorated unexpired term basis for that percentage of all PROJECT COSTS covered by the GRANT. The GRANTEE shall make such repayment within NINETY (90) days of which written notice for repayment is made. Repayment shall be made according to a schedule determined by the DEPARTMENT after consultation with GRANTEE.

#### **ARTICLE VIII - ADOPTION OF RULES AND REGULATIONS FOR CONCESSION AGREEMENTS**

The GRANTEE agrees that such concession agreements as may be entered into, and such rules and regulations as may be promulgated by it for the use and enjoyment of the PROJECT AREA and all facilities therein, shall conform to and be consistent with the rules, regulations, and policies promulgated by the DEPARTMENT and generally applicable to the DEPARTMENT small craft launching facilities grant program; further, such concessions agreements shall have the written approval of the

DEPARTMENT prior to award of a concession agreement by the GRANTEE. Also, such concessions agreements should be entered into only when the GRANTEE can demonstrate that private sector operation is the best available alternative. Concession agreements of a short-term duration (five years or less) are preferred, with renewal based upon performance reviews by both the local governmental agency and the DEPARTMENT. If a long-term concession agreement is entered into, the GRANTEE shall include in the concession agreement a capital investment requirement for the concessionaire.

#### ARTICLE IX - LIABILITY INSURANCE

A. The GRANTEE agrees to insure the PROJECT through any of the following alternatives:

##### ALTERNATIVE I

The GRANTEE shall maintain in full force and effect during the term of this CONTRACT the following insurance in the minimum amounts specified:

Bodily Injury or Death:	\$300,000 each person \$1,000,000 each occurrence
Property and Product Damage:	\$500,000 each occurrence \$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the PROJECT.

##### ALTERNATIVE II

1. The GRANTEE agrees that all contracts between it and the designer (or designers) responsible for design and preparation of plans and specifications of the PROJECT shall contain a clause requiring said designer(s) to obtain Architect's Professional Liability (errors and omissions) Insurance in the amount of \$250,000.
2. The GRANTEE agrees that all contracts between it and the contractor (or contractors) responsible for construction of the PROJECT shall contain a clause which requires the contractor(s) to obtain insurance in the minimum amounts specified in Alternative I above.
3. The GRANTEE prior to acceptance and operation of the PROJECT shall procure and maintain in full force and effect during the remainder of the term of the CONTRACT insurance in the minimum amounts specified in Alternative I.

### ALTERNATIVE III

The insurance requirements specified in the preceding Alternative I may be satisfied to the extent that the GRANTEE can provide comparable protection for the GRANTEE and the DEPARTMENT by virtue of the GRANTEE's participation in any "risk management" plan, self insurance program, insurance pooling arrangement, or any combination of these, provided that the protection plan employed has been reviewed and approved by the DEPARTMENT.

- B. Such policy or policies shall be in a form satisfactory to the DEPARTMENT. Copies of such policy or policies, including any new or renewal policy shall be submitted to the DEPARTMENT at least TWENTY (20) days prior to the effective date or dates thereof.
- C. Under Alternative I above, any policy or policies shall contain the following endorsement: "The State of California, its officers, employees and agents are hereby declared to be additional insureds under the terms of this policy, as to activities of both GRANTEE and the DEPARTMENT in respect to the PROJECT, and this policy shall not be cancelled without THIRTY (30) days prior written notice to the DEPARTMENT."
- D. Loss under said fire insurance policy or policies shall be payable to the DEPARTMENT for deposit in an appropriate trust fund with the State of California. If the DEPARTMENT deems it in the interest of the State of California, the proceeds may be paid to the GRANTEE upon the GRANTEE's application for the reconstruction of the destroyed facilities.
- E. The DEPARTMENT shall not be held liable for the repayment of any premiums or assessments.

### ARTICLE X - INSTALLATION OF OTHER FACILITIES

- A. The GRANTEE may at its own expense place or cause to be placed within the PROJECT AREA any structure or structures, or make any alterations or improvements in addition to those set forth herein, provided that such facilities:
  - 1. shall be constructed, maintained and operated for the use, enjoyment, protection and service of the public,
  - 2. do not directly or indirectly reduce the service capacities for the boating public called for in EXHIBIT C, including the sanitary and parking facilities, and
  - 3. have the prior written approval of the DEPARTMENT.
- B. The DEPARTMENT shall not be obligated to make or cause to be made any alterations, improvements or repairs to any facilities within the PROJECT AREA during the term of this CONTRACT in addition to the original construction of the PROJECT as provided for herein.



**ARTICLE XI - SIGN REFERRING TO STATE AND FEDERAL FINANCING**

The GRANTEE shall cause a permanent sign to be installed within the PROJECT AREA, which shall include a statement that the PROJECT was financed by the DEPARTMENT under the Federal Aid in Sport Fish Restoration Program. The sign may contain additional statements, which recognize the participation of other government agencies in the PROJECT and may include the Sport Fish Restoration Logo. The sign shall be installed before the PROJECT is made available to the public. The location and make-up of the sign, including the dimensions, materials, language and lettering, shall be approved by the DEPARTMENT.

**ARTICLE XII - DIRECTIONAL SIGNS**

The GRANTEE shall at the direction of the DEPARTMENT cause permanent directional signs to be installed so as to provide adequate directions to the public for reaching the PROJECT AREA. The locations and the make-up of the signs, including the dimensions, materials and lettering, shall be as approved by the DEPARTMENT.

**ARTICLE XIII - LIABILITY**

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this CONTRACT.
- B. If the DEPARTMENT is named as a co-defendant pursuant to Government Code Sections 895, et seq, and GRANTEE is obligated under Section B to indemnify, hold harmless, and defend the DEPARTMENT and its officers, agents, and employees, then the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

**ARTICLE XIV - WAIVER OF RIGHTS**

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this CONTRACT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with CONTRACT, shall not be deemed to be a waiver with respect to any other default or matter.

**ARTICLE XV - REMEDIES NOT EXCLUSIVE**

The use by either the DEPARTMENT or the GRANTEE of any remedy specified in the CONTRACT for the enforcement of the CONTRACT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

**ARTICLE XVI - OPINIONS AND DETERMINATIONS**

Where the terms of this CONTRACT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**ARTICLE XVII - ASSIGNMENT**

No assignment or transfer of this CONTRACT or any part hereof, rights hereunder, or interest herein by GRANTEE shall be valid pursuant to Exhibit C 3, unless and until it is approved in writing by the DEPARTMENT and made subject to such reasonable terms and conditions as the DEPARTMENT may impose.

**ARTICLE XVIII - SUCCESSORS AND ASSIGNS OBLIGATED**

This CONTRACT and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

**ARTICLE XIX - PRIOR TERMINATION**

The CONTRACT shall terminate on the date specified in EXHIBIT A, Paragraph 3 of this CONTRACT if (1) the GRANTEE has not met all conditions precedent to disbursement under this CONTRACT by such date, or (2) if no disbursement by the DEPARTMENT of GRANT funds occurs by such date.

**ARTICLE XX - AUDIT**

In addition to the audit requirements specified in Exhibit C-4, GRANTEE understands that, as a recipient of Federal Funds, it must comply with any applicable audit requirements imposed by federal law, regulations or policy, and agrees to do so.



## **ARTICLE XXI – ANTITRUST CLAIMS**

The GRANTEE by signing this CONTRACT hereby certifies that if these services or goods are obtained by means of competitive bid, the GRANTEE shall comply with the requirements of the Government Code Sections set out below.

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
  - 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

## **ARTICLE XXII -- TERMINATION**

### **A. TERMINATION FOR CONVENIENCE**

1. The DEPARTMENT may terminate this CONTRACT at any time for the convenience of the State upon THIRTY (30) days prior written notice, delivered by certified mail or in person to GRANTEE. Upon notice of such termination, GRANTEE shall, within 30 days, return by check payable to the DEPARTMENT all unexpended grant funds not previously approved for expenditure by the DEPARTMENT.

2. GRANTEE may terminate this CONTRACT at any time upon THIRTY (30) days prior written notice, delivered by certified mail or in person to the DEPARTMENT, provided, however, that upon any such termination of the CONTRACT, GRANTEE shall, within thirty (30) days of such termination, reimburse by check payable to the DEPARTMENT all funds contributed by the DEPARTMENT to the PROJECT.

### **B. TERMINATION FOR DEFAULT**

The DEPARTMENT may at any time upon NINETY (90) days prior written notice of default, and, when applicable, after having afforded GRANTEE an opportunity to cure any breach pursuant to ARTICLE VII, terminate this CONTRACT if the GRANTEE has failed to abide by any applicable provision of this CONTRACT. In such case, GRANTEE shall, within NINETY (90) days of its receipt of a notice of termination, reimburse by check all funds contributed by the DEPARTMENT to the PROJECT.

## **ARTICLE XXIII WAIVERS**

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any written waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. A written waiver of any breach of any kind shall not be construed as a waiver of any subsequent breach of the same kind.

## **ARTICLE XXIV DISPUTE RESOLUTION**

Any dispute arising under the terms of this CONTRACT which is not disposed of within a reasonable period of time by the GRANTEE and DEPARTMENT representatives normally responsible for the administration of this CONTRACT shall be brought to the attention of the

Director of the DEPARTMENT or his designee. At the request of either party, the DEPARTMENT shall provide a forum for the discussion of the disputed matter(s). If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this CONTRACT in a court of competent jurisdiction.

#### **ARTICLE XXV WAIVER OF THE STATUTE OF LIMITATIONS**

GRANTEE waives the benefit of any limitations affecting its liability hereunder or the enforcement thereof to the extent permitted by law.

#### **ARTICLE XXVI NOTICES**

Notices required between the parties shall be deemed to have been given when mailed to the respective addresses herein, first-class postage fully prepaid thereon, unless otherwise required by law.

#### **ARTICLE XXVII – COMPLIANCE WITH FEDERAL REQUIREMENTS**

GRANTEE shall comply with all applicable Federal laws, regulations and policies, including those summarized in Part 523, Chapter 1 of the U.S. Fish and Wildlife Service Handbook. These requirements include provisions for nondiscrimination, environmental standards, historic and cultural preservation, and other administrative guidelines, and are incorporated herein by this reference as if fully set forth.

## EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**Application for Tier II Boating Infrastructure Grant Program  
Westpoint Marina and Boatyard  
Redwood City, California**

Submitted by: Mark Sanders, Westpoint Marina & Boatyard  
16075 Skyline Blvd., Woodside, California 94062  
Ph: 650-224-3250, Fax: 650-851-1907

**1. Introduction**

This grant application is for funding of public transient boat tie-up facilities in the South San Francisco Bay as part of the construction of Westpoint Marina (WPM), a new privately owned facility in Redwood City. Accommodations for up to 48 transient boats 26 feet or more in length are provided, together with dock accommodations for water, power, sewer and telecommunications. Shore-side accommodations for visiting boaters include food, fuel, boatyard services, restaurant and shops, restrooms and showers, as well as access to important historical and natural destination points.

A favorable climate allows year-round boating in the South Bay, and nautical activities are very popular. Ironically, accommodations for boaters and other aquatic activities have steadily declined in the South Bay for a combination of reasons. Five marinas in the South Bay have closed in recent years, and few guest slips are available for visitors. Westpoint Marina will revitalize boating activities in the South Bay and provide excellent accommodations for transient boaters.

**2. Project Site and Historical Significance**

The South San Francisco Bay is by far the largest of the region's bays, 33 miles long and 12 miles wide, and contains one of only four deep-water harbors in the region—the Port of Redwood City. (Other deep-water ports are San Francisco, Oakland, Stockton and Sacramento). Redwood Channel is maintained to an operating depth of 30 feet and has been an important shipping region for two centuries and remains so today; two million tons of cargo crossed the port's wharves in 2005.

Redwood City boasts a nautical heritage that rivals San Francisco. It was historically important for fishing and both cement and lumber shipping throughout the 1800's and 1900's (rebuilding San Francisco after the quake). Salt too has been shipped from Redwood City since the gold rush, and at one time Redwood City was home to a dozen shipyards building sailing ships for commercial use. Interest in recreational boating grew rapidly in the last fifty years and continues to expand. The South Bay is a particularly popular destination for transients because of its exceptional climate and central location.

### 3. Need

The San Francisco Bay area boasts 2,000 classes of sailboats and more than 200 yacht clubs, and is a premier boating area and sailing destination in the United States. Two of the region's most popular destinations for boaters are the Sacramento Delta and the South San Francisco Bay, both a day sail from the Golden Gate. Historically South Bay harbors such as Alviso, Palo Alto and Redwood City were popular destinations for transient and regional boaters, and fishing boats often choose to "winter over" in the South Bay to avoid blustery weather and crowded conditions in the North Bay. Unfortunately, over the last two decades numerous marinas have been lost to development and dredging issues. Today there are few guest slips available in the South Bay, and none left in Alviso or Palo Alto. Boaters venturing south find few safe harbors and fewer accommodations, despite the scale of the South Bay (nearly 400 square miles) and its standing as one of the largest population centers in California.

One reason for the decline in South Bay boating accommodations is siltation in this shallow bay and the high cost and difficulty of maintenance dredging. This led to the loss of Belmont Harbor, Palo Alto Harbor, Alviso Harbor and Cooley's Landing.

A second reason for the decline is high land values on the peninsula, especially for waterfront property. Marinas have been purchased and closed by entrepreneurs seeking a higher return from other uses such as office space and condominiums. A recent example is Peninsula Marina in Redwood City, representing 412 slips lost. Pete's Harbor in Redwood City is expected to follow.

Third, the shallow shoreline and warm climate make the South Bay ideal for salt-farming. Cargill Salt Company remains active today, having been consolidated from over one hundred salt companies in the last century. This further limits an area which has few natural marina sites.

Finally, the once rich boating infrastructure has deteriorated in concert with the decline in local boating, and today no boatyards remain in the South Bay. The few existing facilities (sail lofts; engine, canvas and rigging shops; boat supplies) are scattered and inefficient, and a single fuel dock remains near San Francisco Airport at Coyote Point. Market data shows that marine services in a common location reinforce each other and make for more successful operations. Such co-located services are particularly helpful to transient boaters.

The few guest slips that exist in the South Bay are mostly small, and today's larger vessels often cannot find accommodations. Westpoint Marina will offer high-quality accommodations for larger transient boat, and in sufficient quantity to draw clubs and organizations looking for interesting destinations. Extensive public amenities and local attractions are appealing to those who want to disembark and explore. Additionally, the desire to "stay together" makes a linear dock more attractive than the common practice of distributing visitors over unoccupied slips.



Westpoint Channel is a long, protected waterway connecting directly to Redwood Channel, bounded by salt ponds and wildlife refuge areas. It is a highly valued waterway for competitive rowers, and has produced more Olympic medallists than any other location in the United States. It is also home to dozens of rowing, paddling and sailing clubs, and it is on this channel that WPM is being constructed (aerial photograph in Exhibit C). These aquatic activities are popular with transient boaters both as viewers and as participants, and no other South Bay location offers such an array of choices.

#### **4. Objective**

Westpoint Marina intends to stem the decline in boating facilities in the South San Francisco Bay and create a world-class marina by offering substantial new transient berthing as well as permanent vessel accommodations, particularly for larger boats (40 to 60 feet). The project commenced in 1988, and it has taken 14 years to work through the complex and difficult permitting process. It is located on the only remaining site in the South Bay viable for a full-service marina and boatyard—a former salt/bittern pond on a natural navigable channel. It enjoys close access to the Bay, convenient landside transportation, and is central to many attractions for visiting boaters. In addition to 400 deep-water slips and dry storage for several hundred more boats, a boatyard, fuel dock, aquatic center and retail area are planned.

Studies show that high-quality destination marinas have as much upland as water areas, whereas poor quality marinas tend to be simply "parking lots for boats". With 24 acres of uplands and a 26 acre marina basin, WPM will be the only full-service destination in the largest of San Francisco's Bays, and it is the extensive uplands which allow the varied attractions which distinguish the most popular destinations.

WPM will provide accommodations for up to 48 non-trailerable vessels of 26 feet or more by constructing transient vessel facilities consisting of (1) a 10-foot wide, 1,000-foot long floating dock; (2) an 8-foot wide, 336-foot long floating dock; (3) dock utilities including water, power, telecommunications, fire suppression, and a vacuum sewage pump-out system; and (4) restroom, shower, laundry, and locker areas.

#### **5. Approach**

The marina site is within Redwood City and San Mateo County, at the foot of Seaport Boulevard in an area designated "Port Priority". The 50-acre site was originally a bittern pond operated by Leslie (now Cargill) Salt Company. Exhibit B shows the project location, bounded on the north and east by Westpoint Slough, a navigable channel connecting to Redwood Channel, and Greco Island, a wildlife refuge. The geotechnical analysis indicates maintenance dredging will not be required for twenty years or more, and the marina basin is excavated to 12 feet below mean sea level. The entrance is protected by Greco Island, providing a safe haven for visiting vessels in bad weather.

Exhibit G is an illustrative site plan for Westpoint Marina, showing its 400 wet slips, 160 dry-stack slips, a two-lane launch ramp and three restroom/shower facilities. To the east

is a full service boatyard with fuel dock and dry stack storage and to the west is a retail area with marine store, restaurant, yacht club, harbormaster office, sailing school and aquatic (rowing) center. There are a variety of marine-oriented shops situated on a long boardwalk overlooking the marina.

To develop this former salt pond it is necessary to: (a) remove the bittern material, (b) install a "wick drain" and surcharge system to dewater and stabilize the underlying mud, (c) excavate the marina basin, and (d) install riprap and dredge the entrance to the bay. The bittern was safely removed in 2002, and the wick system installed in 2003. The basin excavation started in summer 2004 and will be completed in summer 2006, at which time docks and infrastructure will be put in place. The guest docks will be installed in the first phase and are expected to take four months to complete.

As a hub for aquatic activities in the South Bay, WPM must offer ample guest berthing and services for transient vessels. The main (1000 feet) transient dock parallels the public boardwalk with a restaurant, coffee shop, marine store and outside seating for visitors. The secondary (336 feet) transient dock is adjacent to the fuel dock, boatyard and haulout facilities for transients seeking such services. These accommodations are located at the east and west ends of the marina basin to afford the safest and easiest access without the need to transit through berthing fairways.

Two dock systems have been approved: Concrete flotation docks from Bellingham Marine, and aluminum truss docks with Ipe hardwood decking from Shoremaster Marine. Both systems feature concrete pilings, piling caps, sealed flotation systems and protective rub rails. Dock deck height is 16 inches. A final selection will be made shortly, and costs in the competing bids are similar. The transient docks are expected to have a life in excess of 30 years.

The main guest dock is oriented so that visiting boats can round up into the prevailing wind to easily tie up.

## **6. Funding Requirements**

This grant application is for two separate transient docks:

**Guest Dock A** consists of a 1,000X10 foot (10,000 sf) dock which parallels a public boardwalk and marine retail area, and is close to the yacht club and harbormaster office. It will accommodate up to 36 vessels of 26 feet or more.

**Guest Dock B** consists of a 336X8 foot (5,376 sf) transient dock near the boatyard and fuel docks. It can accommodate 12 vessels of 26 feet. Based on historical use, both docks can be expected to be utilized to capacity, especially in summer months when yacht clubs sponsor cruises, as no other comparable facilities remain in the South Bay.

*Removed  
by Amendment*



Three public restroom/shower facilities are provided in the marina. Two are keyed for general berthing use, and one is in the harbor master building, accessed from the guest dock. This restroom/shower/laundry facility will be designated for visitor use.

Westpoint Marina proposes to match 50% in cash as detailed below, and is funded by Mark L. Sanders.

Item	Total Cost	Matching Funds	Federal Funds
Dock A (10,000 sf)	\$993,960.00	\$496,980.00	\$496,980.00
Dock B (5,376 sf)	\$532,224.00	\$266,112.00	\$266,112.00
Restroom (500 sf)	\$50,000.00	\$25,000.00	\$25,000.00
Total A and B:	\$1,576,184.00	\$788,092.00	\$788,092.00

These costs include the following:

- Concrete or aluminum truss dock systems
- Cost to install docks
- Piles and pile driving (20)
- Power pedestals with water, power and telecommunications
- Vacuum sewer pump-out system
- Fire suppression systems
- Three ramps including one ADA compliant ramp
- A bath/shower/laundry facility primarily for visiting vessels
- Trash and recycling receptacles

Cost for the restroom/shower/laundry facility is \$100.00/sf.

Cost for the transient docks is \$99/sf, and is the result of three competitive bids. Recently installed dock systems at other marinas incurred a cost/sf as follows:

Port of San Diego police and transient dock (2002)	\$132/sf
Channel Islands Marina (2005)	\$100/sf
Cabrillo Isle Marina (2004)	\$96/sf
Ventura Harbor Village Marina	\$105/sf

Westpoint Marina is a new development, and site development costs common to the whole project are excluded from this application. These additional costs include:

Purchase cost of land	\$1,750,000.00
Site development (dredging, wicking, riprap, excavation)	\$5,500,000.00
Engineering and design services	\$617,000.00
Bonding, permits, insurance and city fees	\$570,000.00
Planning, environmental and geotechnical	\$1,748,000.00
Infrastructure (roads, water, power, sewer)	\$3,034,000.00

Total site development costs:

\$13,219,000.00

Transient slips represent 10% of all wet slips, or \$1,321,900.00 of the total site development costs. If this cost was apportioned to the transient slips, the owner match for this grant would actually be 73%.

## **7. Expected Benefits and Results**

Westpoint Marina will afford up to 48 transient boaters a safe harbor in the South San Francisco Bay. First-class amenities as well as ready access to downtown Redwood City and the mid-peninsula are provided. The site creates more than 4,800 lf of new public shoreline and 3.8 acres of public access with multiple connections to the Bay Trail, all available to visiting boaters. In addition to dockage for guest vessels, the shore-side of the docks allow dinghy tie-up for more visiting boaters who choose to anchor in Westpoint Slough.

Transient boaters want more than just temporary berthing, and WPM's extensive attractions match those of the best destination marinas on the California coast. It supports Redwood City's revitalization of the downtown area and emphasis on the importance of its port. Finally, it brings substantial economic benefit to the area.

The project has significant environmental benefits. It adds 26.8 acres of new Bay surface, with three million gallons of additional flushing water to Westpoint Channel. It removes an unused and toxic bitter pond which threatened the Bay, and provides new fish and fowl habitat as well as much-needed access to the Bay for area residents and visitors. The marina basin excavation generates more than 500,000 cubic yards of Bay mud, and all is used onsite to create the uplands portion of the project. WPM extends the Bay Trail by nearly one mile.

Cooperation with the U.S. Fish and Wildlife Service includes monitoring of wildlife habitat and endangered species on Greco Island, posting of FWS signs around the island, and installation of navigational aids in Westpoint Channel. Ongoing boating safety and environmental awareness classes are planned on site.

## **8. Regulatory compliance**

The Westpoint Marina and Boatyard is fully permitted by all State and Federal regulatory agencies having jurisdiction, including the US Army Corps of Engineers, the Bay Conservation and Development Commission (BCDC), the Regional Water Quality Control Board, The City of Redwood City, The Port of Redwood City, and the US Fish and Wildlife Service. It complies with the Bay Area Long Range Plan and zoning ordinances for public access and water-oriented activities at this site, as well as the Redwood City Long Range Plan.

The WPM site is the first salt pond ever permitted for development by BCDC, due to its compelling public and environmental attributes and overwhelming public support by local citizens, the boating community and environmental groups.

## **9. Summary**

Westpoint Marina will be the only full-service destination marina in the South San Francisco Bay, and provides first-class accommodations for substantial numbers of transient boats as well as tenants, and hosts public and private water-oriented activities.

The project is environmentally thoughtful, providing 26.8 acres of new Bay surface, and a protective buffer for Bair Island and Greco Island wildlife refuges. It is located on a deep-water channel and requires minimal maintenance dredging. WPM continues the San Francisco Bay Trail and provides much-needed public access to and from the Bay.

WPM secures the last location in the South San Francisco Bay ideally suited to this use, and it is permanently designated a marina/boatyard by deed.

There has been no opposition to this project by a public or private group, and WPM is regarded as one of the most beneficial developments in the South Bay. Active supporters include the Friends of Redwood City, the Audubon Society, the Marine Science Institute, noted local environmentalists, the Sea Scouts, Coast Guard Auxiliary, Stanford University, the Port and City of Redwood City, and a host of local paddling, rowing, fishing and kayaking organizations, yacht clubs, and hundreds of individual boaters.

The provision of ample, up-to-date transient berthing in the South San Francisco Bay will enable visiting boaters to explore and enjoy one of the most varied and interesting regions in Northern California and find refuge in a safe South Bay harbor.

## **Ranking Criteria Worksheet**

	<b>Points</b>
<b>1. Tie-up facilities for transient non-trailerable recreational vessels</b>	<b>15</b>

This grant provides for two separate docks. One is near retail facilities including a restaurant, yacht club, and marine store for visiting boats. The second is near the boatyard for haulout, fuel dock and boatyard services for vessels seeking repairs. The South Bay is nearly 400 square miles, yet has few safe harbors and fewer transient accommodations. These transient accommodations are well protected and offer refuge as well as restroom, shower and laundry facilities.

## **2. Partnerships**

15

The Stanford Masters (a non-profit alumni rowing organization) plans a boathouse on land provided by Westpoint Marina (exhibit P), and it in turn provides legal and architectural support. (The existing Stanford boathouse can only accommodate current students). This aquatic center will support a wide variety of sailing, rowing and paddling organizations, including more than two dozen groups seeking close access to Westpoint and First Slough.

Accommodations are also provided for a Redwood City Police boat and potentially a Redwood City fire boat, the Coast Guard Auxiliary, the Sea Scouts, and the Marine Science Institute. MSI operates a large research vessel and teaches marine biology to Bay Area K-12 students. MSI and Stanford accommodations are also guaranteed in the property deed.

State and local agencies have designated this site for "public use, water-oriented facilities", and the Port of Redwood City and City of Redwood City have worked closely with WPM in its conception, design and construction. WPM is a key element in Redwood City's ongoing downtown redevelopment project.

## **3. Innovative Techniques**

15

The marina site was originally a bittern storage pond under which lay 40 feet of saturated bay mud surrounded by a levee. Using advanced dewatering techniques which include vertical wicks and horizontal drain fields, the site has been dried in two years instead of a projected 35 years, realizing final design stability and settlement (nearly six feet) very quickly. This innovative approach was developed in Holland. The location requires little dredging, restores a highly degraded site to a desirable public use, and involves no intrusion into the bay. Using conventional techniques this site could not have been developed.

Westpoint Marina docks are fitted with a continuous vacuum sewer system, operated at no cost to boaters. This will greatly reduce the chances of discharge into the bay when compared to conventional pump out stations.

The design of the marina is driven by geography as well as the need to minimize "standing waves" in the basin. This basin shape allows inclusion of two long public docks in areas of limited use for permanent berthing. As side-ties, the public docks can accommodate various boat lengths efficiently, and an internal piling design allows inboard tie-up for dinghies of visiting vessels.

## **4. Matching funds**

15

Westpoint Marina proposes to match funds 50%. If necessary, partial funding would still be welcome.

**5. Cost efficient (takes full advantage of new construction marina)**

**10**

Only costs *specific* to transient dock accommodations are included (docks, piling and utility pedestals). Costs common to the whole project are not apportioned in any way. Those other costs include land cost, site development, utilities and engineering costs.

**6. Links to destination points**

**10**

Redwood City is centrally located and ideally situated to provide access to the peninsula as well as destinations from San Francisco to San Jose and beyond. Transportation includes freeway access and nearby air, bus and passenger rail service, including BART. Shuttle transportation to San Jose and San Francisco Airports, plus nearby San Carlos and Palo Alto airports is available.

The extension of ferry services from San Francisco to Redwood City is being planned and Westpoint Marina as a participant. All destination sites under consideration are all within walking distance to Westpoint Marina.

**7. Access to recreational and cultural destinations**

**15**

The San Francisco Peninsula offers numerous attractions for visitors. Within walking distance are the historic San Mateo County seat and Museum, the Hiller Aviation Museum, Bair and Greco Island wildlife refuges, the Fox Theater complex, downtown Redwood City, Menlo Park and Atherton. It is at the center of Silicon Valley, and by bicycle, car and bus innumerable additional attractions are available including Filoli, NASA Ames, the Winchester House, the Tech Museum, and Bay Meadows.

Westpoint Marina offers direct access to the Bay Trail, and adds nearly a mile to the trail including two spur trails for exploring wetland areas. Other convenient mid-peninsula hiking, biking and equestrian trails include the Skyline Trail in the Redwood Corridor.

**8. Positive economic impact to community**

**5**

Westpoint will generate \$4M in annual revenues in the marina, and additional retail spending by boating visitors to the site. The boatyard and fuel dock will attract visiting boaters from throughout the Bay. WPM is an important element in the revitalization of Redwood City's deep-water port, as well as historic downtown Redwood City.

**9. Coordination of transient berthing**

**5**

Coordination with the Redwood City Municipal Marina and Pete's Harbor (two remaining marinas in the area) occurs on a continuing basis. These older marinas have smaller berths and no dedicated public docks, fuel or boatyard services. They cannot accommodate larger vessels. Westpoint Marina is designed to fill this void.



In October, 2005, California and Oregon entered into a Memorandum of Understanding that establishes coordination between the States in the planning and location of transient boating facilities as identified in the Oregon Six-Year Statewide Boating Facilities Plan (2005-2011) and the California Statewide Boating Facilities Needs Assessment (October 2002). This project helps meet transient boater needs as identified in the California Statewide Boating Facilities Needs Assessment (October 2002), and is recognized as an integral part of the multi-state effort between California and Oregon.

**Memorandum of Understanding  
Between  
The Oregon State Marine Board and  
The California Department of Boating and Waterways**

This Memorandum of Understanding is between the State of Oregon, acting by and through the Oregon State Marine Board, hereafter called the "Board" and the State of California, acting by and through the California Department of Boating and Waterways, hereafter called the "Department".

The purpose of this Memorandum of Understanding is to establish mutual support and coordination between the Board and the Department in transient boating facility development for the benefit of recreational vessels traveling along the California and Oregon coastlines.

This Memorandum of Understanding is intended to establish bi-state cooperation resulting in the coordinated location of coastal transient boating facilities.

The Board and the Department hereby agree to coordinate and cooperate through respective efforts in the planning of transient boating facilities as identified in the Oregon Six Year Statewide Boating Facilities Plan (2005-2011) and the California Statewide Boating Facilities Needs Assessment (October 2002).

This Memorandum of Understanding is executed on behalf of the Board and the Department through the undersigned representatives on the dates indicated after their signature hereto:

STATE OF OREGON  
Marine Board

By: Paul Donheffner  
Paul Donheffner

Title: Director

Date: 10/10/05

STATE OF CALIFORNIA  
Department of Boating and Waterways

By: Ray Tsuneyoshi  
Ray Tsuneyoshi

Title: Director

Date: 10/4/05

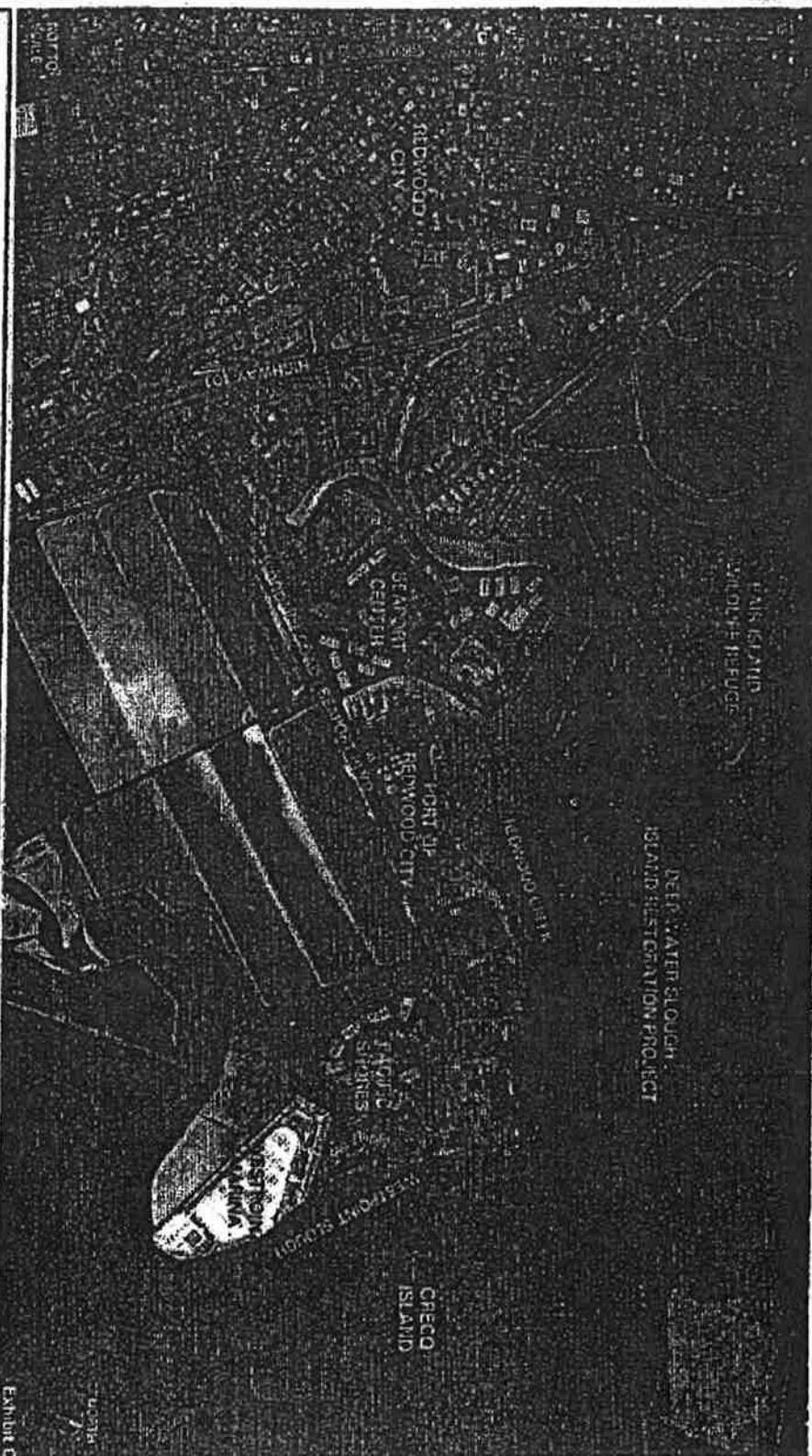




**Westport Marina and Boatyard**  
Redwood City, California  
27 June 2003

**Context**

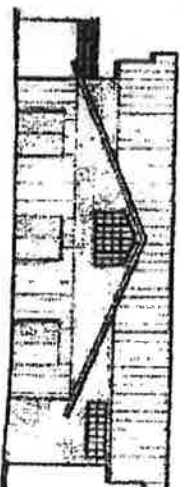
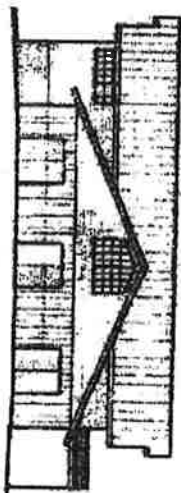
**BMS**  
Bentley Systems  
Bentley Corporation







Character studies of the marine environment.



Character studies of the boat houses

The architectural character of Westport Marina will be expressive of both a marine environment and northern California traditions of form and material. Historic or lightly altered buildings will be the primary material for buildings, accessory structures, docks, piers, etc., and the form of the Bay and Westport City shoreline, while reflecting the topography by some window lines, form elements such as dormers, or bays, and etc. Large areas of open space will be provided to allow for indoor-outdoor use and to take advantage of the southern exposure of the main and historic buildings.

Westport Marine and Boatyard  
Redwood City, California  
By June 1968

Architectural Character

Exhibit P

BMS

BRUNNEN CONSULTING